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CONTENTS P. No.1812 -

1. Report,Findings and Award of U.S. Anthracite Coal Commission - Accepted by the President - Washington, D.C. - 1920 -

2. Philadelphia's System of Loans - An Address to the Penna. Bankers Association - By J. Hampton Moore - Phila.,Pa. - 1902 -

3. Studies in Social Work - Self-Supporting Students in Certain New York High Schools- By Walter W.Petitt - 1920 -

4. Californai And the Oriental - By State Board of Control of California - 1920 -

5. St. Marks Herald - Memorial Number - 1920 - Henry Douglas Spaeth,D.D. Williamsport,Pa.

6. The Book of Battery A. - 108th Field Artillery American Exp.Forces- 1914-1918 -

7. Relations between Wages and the Increased Cost of Living - Analysis - Washington-1920

8. Report on Status of Marine Insurance in the United States - By S.S. Huebner- 1920 -

9. Trading with the Near East - Conditions and Prospects - Guaranty Trust N.Y.-1920 -

10. Record of St.Johns Reformed Church - Sinking Spring,P enna. 1883-1913- Rev.Kershner-

11. Old Biloxi - First Settlement in Mississippi. An Address at the Dedication of Monument commemorating settlement of Old Biloxi- (1920 - By Dunbar Rowland - Ll.D-

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REPORT, FINDINGS, AND AWARD

OF THE

UNITED STATES ANTHRACITE COAL COMMISSION

ACCEPTED BY THE PRESIDENT

FROM

W. O. THOMPSON, Chairman
W. L. CONNELL, Commissioner

1920

WASHINGTON
GOVERNMENT PRINTING OFFICE
1920

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CONTENTS.

	Page
Report, findings, and award accepted by the President	5
Authority of the commission	5
Organization	7
History of the controversy	7
Joint conference of operators and mine workers, 1920	9
Work of the commission	16
Demands of the mine workers	18
Rulings of the commission concerning its jurisdiction	19
Limitations under which the commission worked	21
The Anthracite Coal Strike Commission of 1902	22
The award	22
Minority report	35

195656

LETTER OF THE PRESIDENT ACCEPTING THE AWARD.

THE WHITE HOUSE, *Washington, August 30, 1920.*

GENTLEMEN: I am in receipt of the report, findings and award of the United States Anthracite Coal Commission, and the minority report thereon, and take this opportunity of thanking each of you for your painstaking and intelligent application to a just solution of the difficult and delicate problems you had to deal with and the conscientious manner in which you have arrived at your conclusions. While the adjudication of any dispute necessarily results in some disappointments, I am sure that the spirit with which you have acted will receive the commendation of the great bulk of the American people. I accept the conclusions of the majority, within the limits of its jurisdiction under the terms of the submission, as being the award of the commission.

Protest has been entered on behalf of the miners by Mr. Thomas Kennedy, chairman of the scale committee of the miners, against that portion of the award which provides for the payment of back money due in several payments. That raises the question of whether or not the decision on that point exceeds the terms of the submission. In a communication to the operators and miners of the Anthracite Wage Scale Committee under date of May 21, 1920, I said: "I shall insist that the matters in dispute be submitted to the determination of a commission to be appointed by me, the award of the commission to be retroactive to the first of April in accordance with the arrangement you have already entered into." That was one of the bases of submission and excludes from the jurisdiction of the commission the entire question of back pay and its manner of payment. For this reason the last paragraph of Section G of the award on Demand No. 2 should be stricken out, and the balance of the award accepted, printed, and put into effect.

In the minority report Mr. Ferry states that he is submitting certain documents and making them an integral part of his report. If it is the intent to have these documents printed as an integral part of the minority report, it would seem to me to be manifestly beyond the purview of the work of the commission. These documents represent in part the miners' side of the controversy. So far as I am aware there is only one reason for the publication of them, and that is, to inform the public of the evidence that has guided the minority in making its report. I am sure that the minority member of the

commission does not desire to give to the public the impression that he had arrived at his conclusions solely upon the evidence presented by the United Mine Workers and without giving consideration to the evidence presented by the other side. The publication of the documents referred to without at the same time publishing the balance of the evidence and arguments would undoubtedly create that impression. If any of the argument and evidence is to be printed at public expense, it should all be printed. That would require several thousand pages of solid printed matter and a great number of pages of tabulations. The cost of printing would be many thousands of dollars for which no appropriation is available. No one ever thinks of asking a court to print the evidence and argument on which it arrives at its conclusions, but each side is at liberty to print any or all of the evidence and argument that it believes to be to its interest to publish. I can see no reason why that course should not be pursued in the case of a wage commission which is a judicial body. If either side desires the publication by the Government of the matter presented to the commission, it should appeal to Congress for an appropriation for that purpose.

In directing these changes, which, after all, are but minor matters, I want to be understood as having a high appreciation of the great task you have performed and the splendid services you have rendered to the country.

Sincerely yours,

WOODROW WILSON.

Messrs. W. O. THOMPSON, *Chairman*,
W. L. CONNELL,
NEAL J. FERRY,
Members, Anthracite Coal Commission.

UNITED STATES ANTHRACITE COAL COMMISSION.

WASHINGTON, D. C., *August, 1920.*

The PRESIDENT,
The White House.

MY DEAR MR. PRESIDENT: The undersigned, members of a commission to hear and decide the questions in dispute between the anthracite coal operators and miners, respectfully submit to you the following report, findings, and award:

AUTHORITY OF COMMISSION.

The authority of the commission to hear and decide the questions in dispute between anthracite coal operators and anthracite mine workers is derived from the following proclamation of the President of the United States and acceptances by anthracite operators and miners:

APPOINTMENT OF COMMISSION TO ARBITRATE WAGE DIFFERENCES BETWEEN THE ANTHRACITE COAL OPERATORS AND MINERS.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA.

A PROCLAMATION.

Whereas the wage scale of the anthracite coal operators and miners expired on March 31, 1920; and

Whereas the operators' and miners' wage scale committee has been in conference since early in March in an effort to negotiate a new wage scale; and

Whereas the committee agreed at the beginning of its session that any agreement finally arrived at would become retroactive to the first of April, 1920; and

Whereas I addressed a communication to the scale committee on May 21, 1920, when a disagreement was imminent, in which I said that if the scale committee was unable to reach an agreement I would "insist that the matters in dispute be submitted to the determination of a commission to be appointed by me, the award of the commission to be retroactive to the first of April in accordance with the arrangement you have already entered into, and that work be continued at the mines pending the decision of the commission. I shall hold myself in readiness to appoint a commission similarly constituted to the one I recently appointed in connection with the bituminous coal mining industry as soon as I learn that both sides have signified their willingness to continue at work and abide by its decisions"; and

Whereas I have been advised that both sides have signified their willingness to accept and abide by the award of a commission thus constituted; and

Whereas the scale committee has further agreed as follows:

"(1) The terms and provisions of the award of the Anthracite Coal Strike Commission and subsequent agreements made in modification thereof or supple-

mental thereto, as well as the rulings and decisions of the Board of Conciliation, will be ratified and continued, excepting in so far as they may be changed by the award of the commission.

"(2) When the award of the commission is made it will be written into an agreement between the anthracite operators and miners in such manner as the commission may determine.

"(3) It is understood that neither operators nor miners are in any manner bound by any tentative suggestions that have been made during the period of their negotiations and that either side shall use its own discretion in the presentation of its case in connection with matters at issue."

Now, therefore, I, Woodrow Wilson, President of the United States, hereby appoint William O. Thompson, of Columbus, Ohio; Neal J. Ferry, of McAdoo, Pennsylvania; and William L. Connell, of Scranton, Pennsylvania, a commission to hear and decide the questions in dispute between the anthracite coal operators and miners. Its report will be made within sixty days, if possible, will be retroactive to April 1, 1920, and will be made the basis of a new wage agreement between the anthracite operators and miners in such manner as the commission may determine.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the United States to be affixed.

Done in the District of Columbia this 3d day of June, in the year of our Lord, nineteen hundred and twenty, and of the Independence of the United States the one hundred and forty-fourth.

By the President:

WOODROW WILSON.

BAINBRIDGE COLBY,
Secretary of State.

ACCEPTANCE BY ANTHRACITE OPERATORS.

JUNE 1, 1920.

Hon. W. B. WILSON,
Secretary of Labor, Washington, D. C.

DEAR SIR: We, the undersigned operators representing the negotiating committee of the anthracite operators, have received through you a communication from the President making an offer to appoint a commission to decide the questions in dispute between us and the anthracite mine workers.

We agree, on behalf of the anthracite operators, to the offer of the President to appoint such commission, and further agree to abide by its award.

Respectfully, yours.

W. L. CONNELL,
C. F. HUBER,
W. J. RICHARDS,
S. D. WARRINER.

ACCEPTANCE BY ANTHRACITE MINE WORKERS.

WILKES-BARRE, PA., *May 27, 1920.*

To the officers and delegates of the Tri-District Convention of United Mine Workers of America assembled here:

BROTHERS: Your full scale committee submits the following as the facts which compel this convention to accept the proposal of the President of the United States for the appointment of a commission to decide all matters at issue.

This convention has analyzed very carefully the various clauses in the proposition submitted through Secretary of Labor Wilson, and we have ar-

rived at the unanimous conclusion that it can not be accepted, and we have therefore rejected the same. The rejected proposition was objectionable in many features and on its face would give a reduction to many classes of men in the anthracite region, and through the application of arbitrary factors in the computation of the small increases would cause injustice to be done to a great body of men and would result in industrial unrest and chaos in the region.

This convention realizes that through industrial legislation, such as the court's interpretations of the Lever Act, the abuse of the writ of injunction with the tieing up of union funds and other repressive measures, makes it almost humanly impossible to wage a successful battle.

This convention further realizes that the only honorable way open to adjust the matters at issue is to accept the proposal offered by the President of the United States for the appointment of a commission.

This convention further states that through the aforementioned circumstances and in the interests of public welfare, we are forced to accept the only alternative, namely, the commission: Therefore be it

Resolved, That we accept the offer of the President of the United States for the appointment of a commission as contained in his letter addressed to the operators' and mine workers' scale committee, under date of May 21, 1920, and that work be continued under the retroactive understanding agreed to between operators and miners and reiterated by the President, which will protect the mine workers in wage increases as from April 1.

THOMAS KENNEDY, *President.*
JOHN M. MACK, *Secretary.*

ORGANIZATION.

The members of the commission, Dr. W. O. Thompson, Hon. W. L. Connell, and Mr. Neal J. Ferry, met in Washington, D. C., upon Monday, the 21st day of June, 1920, and created the following executive staff.

Executive secretary.—James A. Gorman.

Technical advisers.—Prof. M. B. Hammond, Percy Tetlow, John T. Dempsey, Thomas Kennedy, C. J. Golden, and Michael Hartneady.

Disbursing officer.—E. K. Ellsworth.

Recorder.—Mrs. Mary Burke East.

Stenographer.—Hilda M. Weiss.

The commission gave notice to anthracite operators and miners that the commission would meet in the city of Scranton, Pa., upon Thursday, the 24th day of June, 1920, to hear testimony upon the matters in dispute between the parties.

HISTORY OF THE CONTROVERSY.

Since 1903 the contractual relations between anthracite operators and miners, in so far as concern wages and conditions of employment, have been governed by the award of the Anthracite Coal Strike Commission and the agreements subsequent thereto.

On March 18, 1903, the Anthracite Coal Strike Commission appointed by the President of the United States at the request of both operators and miners, to inquire into, consider and pass upon the questions in controversy in connection with the strike in the anthracite region from May to November, 1902, submitted to the President a report containing 11 awards providing for certain increases in wages and conditions of employment in the anthracite mining industry for a three-year period ending March 31, 1906.

Upon the 7th day of May, 1906, the representatives of the anthracite operators and mine workers executed an agreement continuing the award of the Anthracite Coal Strike Commission for a further period of three years.

By agreement dated April 29, 1909, the award of the commission, with certain modifications, was continued for a further three-year period ending March 31, 1912.

On May 20, 1912, an agreement was reached by the representatives of the anthracite operators and mine workers providing for certain increases in wages to the employees in the anthracite industry and making certain modifications in working conditions. This agreement continued the award of the commission and subsequent agreements, with the modifications provided therein for a period of four years, ending March 31, 1916.

Upon May 5, 1916, an agreement was executed by the representatives of anthracite operators and mine workers providing increases in wages, modifications of certain conditions of employment and the continuation of the award of the Anthracite Coal Strike Commission and subsequent agreements excepting as the same were modified by said agreement for a period of four years ending March 31, 1920.

During the life of this agreement due to conditions brought about by the war it was deemed advisable by the representatives of the operators and mine workers to increase the wage compensation of the mine workers. Acting in conjunction with the United States Fuel Administration, supplementary agreements increasing the wage compensation of the mine workers, but in other respects maintaining the terms and conditions of the agreement of May 5, 1916, were executed April 25, 1917, November 17, 1917, and November 15, 1918. The increases provided in the supplementary agreement of November 15, 1918, were in lieu of the increases provided in the two preceding supplementary agreements.

At a tri-district convention of districts 1, 7, and 9, of the United Mine Workers of America, held August 19 to 23, 1919, certain demands for increases in wage rates and changes in conditions of employment were adopted. These demands were presented to the operators at a meeting of a joint conference of anthracite operators and mine workers held in New York City, March 9, 1920. The de-

mands of the mine workers were referred by the joint conference to a subscale committee of four operators and four mine workers to consider and report back to the joint conference a definite recommendation on all the demands that were presented.

The subscale committee met in New York from March 11, 1920, to April 29, 1920, at which time, having been unable to reach an agreement upon the matters before it, a request was received from the Secretary of Labor to meet with him at Washington.

In compliance with the request of the Secretary of Labor the subscale committee met in Washington May 1, 1920, to May 20, 1920, where, with the assistance of the Secretary of Labor, the subscale committee continued its efforts to reach an agreement.

Upon failure to reach an agreement, on May 20, 1920, the subscale committee received a letter from the President of the United States offering to appoint a commission to hear and decide the matters in dispute between anthracite operators and miners. This request of the President was submitted to a tri-district convention of districts 1, 7, and 9 of the United Mine Workers of America held upon May 27, 1920. This convention accepted the offer of the President to appoint a commission. The operators' representatives on the 1st day of June, 1920, likewise accepted the offer of the President to appoint a commission.

JOINT CONFERENCE OF ANTHRACITE OPERATORS AND MINE WORKERS, 1920.

The reference of the questions in dispute to the present commission to hear and decide was the result of the failure of the joint conference of anthracite operators and mine workers to reach an agreement upon the demands of the anthracite mine workers presented to the anthracite operators March 9, 1920. These demands were the demands as adopted by the tri-district convention of districts 1, 7, and 9, United Mine Workers of America, held in Wilkes Barre in August, 1919.

The mine workers' demands as originally presented read as follows, to wit:

Demands of the anthracite miners as adopted by the delegates to the tri-district convention held in Wilkes Barre, Pa., August 19th to August 23d, 1919.

(1) We demand that the next contract be for a period not exceeding two (2) years and that the making of individual agreements and contracts in the mining of coal shall be prohibited.

(2) We demand that the contract wage scales be increased sixty per cent (60%) and that the increases secured in the supplemental agreements of 1917 and 1918 shall be included in the wage scale as the basis upon which the sixty per cent (60%) shall be added, and that all day men be granted an increase of two dollars ($2.00) per day.

(3) We demand that a uniform wage scale be established so that the various occupations of like character at the several collieries shall command the same wage and that shovel crews operating for coal companies shall be paid not less than the rates paid by contractors to shovel men.

(4) We demand that a workday of not more than six (6) hours, from bank to bank, be established for all classes of outside and inside day labor, and monthly men coming under this agreement, five days per week, the uniform rate to be the basis upon which the advance above demanded shall apply, with time and a half for overtime and double time for Sundays and holidays.

(5) We demand a closed-shop contract, which means full recognition of the United Mine Workers of America as a party to the agreement.

(6) We demand that all dead work shall be paid for on the consideration basis, existing at the colliery, and that where more than one miner is employed they shall receive the same rate.

(7) We demand payment for all sheet iron, props, timber, forepolling and cribbing and where miners are prevented from working on account of lack of supplies that they shall be accorded the opportunity of making a shift at some other work.

(8) We demand in the settlement of grievances that the aggrieved parties shall have the right to demand settlement upon a basis of equity, and if such equity settlement is requested, the conditions of 1902 shall not enter into or prejudice the case.

(9) We demand that a uniform rate of $.17 per inch be paid for all refuse in all kinds of mining up to ten feet wide, and a proportional rate be applied for all over ten feet.

(10) We demand that wherever practicable coal shall be paid for on the legal ton basis and that dockage shall be eliminated.

(11) We demand that on all reel motors one motorman and two brakemen be employed and that on all other motors and engines assistants or patchers be employed and that when motormen or engineers are repairing their motors or engines that their assistants shall be employed to help in the work.

(12) We demand that for all tools lost through no fault of employees as a result of squeezes, water, or fire, the men to be compensated for such losses.

(13) Where contract miners are employed doing company work the company shall supply them with the necessary tools, and failing to do so shall compensate the miners by paying each miner not less than one extra hour per day for the use of such tools and that the company shall supply to all company men the necessary tools free of charge.

(14) We demand that checkweighmen and check docking bosses be permitted to serve as members of mine committees.

(15) We demand that where contract miners encounter abnormal conditions in their working places they shall have the privilege of going on consideration work. A definition of consideration work shall be written into the agreement.

A subscale committee consisting of four operators and four mine workers was named by the joint conference, pursuant to the following resolution, to wit:

Resolved, That the demands of the mine workers be referred by this conference to a committee to consider and report back to this conference for ratification a definite recommendation on all the demands which have been presented, said committee to consist of four members representing each side, with a chairman to be appointed by that committee but not having a vote.

The demands of the mine workers were, as a matter of convenience, paragraphed by the subscale committee; demands numbered 3, 8, and 13, being divided into two parts each, the said demands thereafter consisting of 18 paragraphs instead of the 15 paragraphs as originally presented to the joint conference.

During the progress of the negotiations of the subscale committee it became apparent that no agreement would be reached before March 31, 1920, the date of expiration of the agreement of May 5, 1920, and the supplemental agreement of November 15, 1918. In order that there should be no cessation of work in the anthracite mining industry the subscale committee upon March 24, 1920, adopted the following resolution, to wit:

Whereas The negotiations now pending between the anthracite mine workers and operators may require additional time to reach a mutually satisfactory conclusion; and

Whereas It is to the public interest that the supply of coal be not diminished; therefore, be it

Resolved, That pending a conclusion of the negotiations there shall be no cessation of work and that by mutual consent the working conditions embraced in the agreement of May 5, 1916, and the war allowances supplemental thereto, be continued, pending negotiations, and that whatever agreement is finally reached shall be retroactive to April 1, 1920.

Upon March 30, 1920, the provisions of the foregoing resolution were extended to include the employees of stripping contractors in the anthracite region.

Demands numbered 2 and 4 of the demands of the mine workers, as originally presented to the joint conference, were upon April 24, 1920, modified by the following substitutes, to wit:

[Substitute for Demand No. 2.]

We demand that the present wages of the anthracite mine workers be increased to correspond to the increase granted the bituminous mine workers by the presidential coal commission.

[Substitute for Demand No. 4.]

We demand that the 8-hour day be extended to all classes of inside or outside day labor and monthly men with time and half time for overtime and double time for Sundays and holidays.

The subscale committee continued the consideration of the matters before it until April 29, 1920, at which time no agreement having been reached and a break in the negotiations being imminent, the subscale committee was requested by the Secretary of Labor, Hon. W. B. Wilson, to meet in his office in Washington. Pursuant to the request of the Secretary of Labor the subscale committee met in Washington May 1, 1920. At this meeting and the subsequent meetings of the scale committee the Secretary of Labor was present and lent his efforts in an attempt to reach an agreement upon the matters in dispute.

The Secretary of Labor upon May 12, 1920, submitted to the subscale committee the following as a draft of an agreement, to wit:

This agreement, made this —— day of May, 1920, between districts 1, 7, and 9, United Mine Workers of America, parties of the first part, and the anthracite operators, parties of the second part, covering wages and conditions of employment in the anthracite coal fields of Pennsylvania, witnesseth:

The terms and provisions of the award of the Anthracite Coal Strike Commission and subsequent agreements made in modification thereof or supplemental thereto, as well as the rulings and decisions of the board of conciliation, are hereby ratified, confirmed, and continued for a further period of two years ending March 31, 1922, except in the following particulars, to wit:

(*a*) The contract rates at each colliery shall be increased 65 per cent over and above the contract rates at each colliery, effective April, 1916, as established by the agreement of May 5, 1916.

(*b*) The day rates of outside and inside men receiving $1.545 or more per day under the agreement of May 5, 1916, shall be increased 65 per cent, plus $1.20 per day, or per shift, above the rates established in said agreement of May 5, 1916, it being understood that the new rate so established shall be not less than $4 or more than $6 per day or per shift.

(*c*) The day rates of employees receiving less than $1.545 per day under the agreement of May 5, 1916, shall be increased $1.50 per day, or per shift, above the rates established in said agreement of May 5, 1916.

(*d*) The rates paid contract miners' laborers and consideration miners' laborers shall be increased above the rates established under the agreement of May 5, 1916, to the same amount per day as to the increase to company laborers, at the respective collieries, under the provisions of clause B hereof; it being understood that, in the case of contract miners' laborers, the miners are to assume and pay so much of said increase as shall be represented by the application of 65 per cent to the rate per basis shift as established under the agreement of May 5, 1916, and the difference between said amount and the total increase to the contract miners' laborer shall be assumed and paid by the operator.

(*e*) Monthly men coming under the agreement of May 5, 1916, shall be paid an increase of 65 per cent, plus $36 per month, over the monthly rates established in said agreement of May 5, 1916; it being understood that the increase thus made shall be not less han $20 or more than $30 per calendar month over the rates now in effect.

(*f*) The employees of stripping contractors shall be paid an increase per day, or per month, corresponding in amount to the difference between the rates in effect March, 1920, and the rates established under this agreement for employees of the operators in similar occupations at the same colliery.

(*g*) The employees of tunnel contractors shall come within the terms of this agreement and the day rates of their employees shall be increased 65 per cent plus $1.20 per day, above the rates established under the agreement of May 5, 1916.

(*h*) The increases herein provided shall become effective April 1, 1920, and where they apply to day rates are to be applied to a day of eight hours or more as established under the agreement of May 5, 1916.

(*i*) It is understood and agreed that the case of inside pumpmen and inside and outside hoisting engineers working a 12-hour cross shift shall be referred to the board of conciliation. The board shall work out a basis of 8-hour shifts and the rates to be paid for an 8-hour day. Pending the decision of the board inside pumpmen and inside and outside hoisting engineers working a 12-hour cross shift shall continue on that basis and shall be paid the same increase as provided

for day men under clause B hereof. When the rates to be paid for an 8-hour day have been established by the board of conciliation, time in excess of 8 hours per day shall be paid for at the rate per hour established for the 8-hour day.

(*j*) It is further understood and agreed that the board of conciliation shall act as a commission to make a study of, and report to the joint conference at the expiration of this contract, the matter of uniformity in day rates for the several occupations of day men at the respective collieries in the anthracite field.

(*k*) Contract miners whose tools are lost, through no fault of their own, as the result of squeezes, cave-ins, and similar accidents shall be furnished with new tools by the company, corresponding to the tools they have lost, without expense to the miners.

(*l*) Whenever contract miners reporting for duty are shut out of work through no fault of their own, they shall be given the opportunity of working in other places or at other work at the rate of wages established for such other places or such other work, if such other places or other work are available.

(*m*) Whenever deficient or abnormal conditions are encountered in a working place by contract miners, the miner or miners affected shall make such fact known to the foreman; and if the foreman and the men affected are unable to agree, it shall be referred to the grievance committee and dealt with in the manner provided for other grievances. Work shall be continued pending the adjustment, unless otherwise directed by the foreman, and whatever decision is made shall be retroactive to the date upon which the grievance was raised.

On behalf of the anthracite operators.

_____ _____.

_____ _____.

On behalf of the United Mine Workers of America.

_____ _____,

President, District No. 1.

_____ _____,

President, District No. 7.

_____ _____,

President, District No. 9.

_____ _____,

President.

Attest:

_____ _____,

Chairman.

_____ _____,

Secretary.

The proposed agreement of the Secretary of Labor was rejected by the joint scale committee of the Anthracite Mine Workers and the following proposition submitted by them under date of May 18, 1920, to wit:

First. Contract miners' rates to be increased 65 per cent over the 1916 basis.

Second. Twenty per cent increase on all day rates, with a minimum increase of 75 cents per day and a maximum of $1 per day increase.

Third. Boys to receive 20 per cent increase.

Fourth. Agreements to run for a period of two years.

Fifth. Same provisions with regard to the payment of contract laborers' increase.

Sixth. Payment for all tools lost through no fault of the employee.

Seventh. Where employees are prevented from working through no fault of their own, they shall be given the opportunity of other employment.

Eighth. Definition of consideration work, with right to appeal any case of disagreement existent between miners affected and the company officials.

Ninth. The extension of the eight-hour day to the long-hour men; the board of conciliation to fix the rates for such occupations as will be affected by the change.

Tenth. The commission to study and report to the next joint conference the matter of uniformity of rates.

Eleventh. Agreement to be made with the United Mine Workers of America.

Twelfth. Strike out of clause nine of the awards of the Anthracite Coal Strike Commission.

To this proposition the representative of the anthracite operators made the following reply, to wit:

WASHINGTON, D. C., *May 19, 1920.*

Honorable W. B. WILSON,

Secretary of Labor, Washington, D. C.

DEAR SIR: We are in receipt of your communication of this date, transmitting a memorandum showing the basis upon which the mine workers are willing to enter into an agreement.

In reply thereto, we beg to state our position on each item, seriatim.

Item No. 1: The miners' suggestion was that contract miners' rates be increased 65 per cent over the 1916 agreement.

Our answer to that was: "There is no difference between us on that item."

On item 2, namely, demand on their part for an increase of 20 per cent in day rates we stated our position as follows:

"Our position is that a 15 per cent advance, calculated in the manner which we have presented it to you, is eminently equitable. We are, however, willing to accept a 17 per cent proposition, similarly calculated, on a basis of 65 per cent plus $1.20 per day, or shift, with a minimum of $4 a day and a maximum of $6 a day which you have suggested to us. We are further willing to adjust any class which it can be shown is unfairly compensated under this scale, to which you may call our attention. We definitely decline the basis of adjustment proposed by the mine workers."

Third. We decline to increase the adjustment 30 cents per day, which we understand you agree established a fair wage rate for boys.

In other words, we subscribed to the proposition made by the Secretary of Labor of 30 cents per day for boys. The miners asked at that time an increase of 20 per cent. The Secretary's suggestion was 30 cents per day, and we subscribed to that proposition.

Fourth. We agree to a period of 2 years, provided the contract is otherwise acceptable.

Fifth. We decline to increase miners' laborers 20 per cent, with a minimum of 75 cents and a maximum of $1 per day, if that is intended by the miners' proposition. The basis we propose gives to the contract laborer the same increase per day that is granted to the company laborer, and is eminently fair, particularly when coupled to the proposition that the miner assumes only 65 per cent on the basis agreed and the operator assumes the difference.

Sixth. We agree to the provision you have suggested covering the loss of tools.

Seventh. We agree to the provision you have suggested.

Eighth. We agree to the provision you have suggested.

Ninth. We agree to the provision you have suggested.

Tenth. We agree to the provision you have suggested.

Eleventh. We agree to the form of contract which we have already submitted to you, provided the contract in other respects is satisfactory to us.

Twelfth. We definitely decline to enter into any contract which alters the principles of the award of the Anthracite Coal Strike Commission or the decisions of the board of conciliation, and especially that part of the award which provides for the open shop and the right of protection of all employees against discrimination on account of membership or nonmembership in a labor organization.

On May 21, 1920, a letter was received from the President of the United States addressed to the joint conference, said letter reading as follows:

THE WHITE HOUSE,
Washington, 21 May, 1920.

To the Operators and Miners of the Anthracite Wage Scale Committee.

GENTLEMEN: I have watched with more than passing interest your efforts to negotiate a new wage scale for the anthracite coal fields. The arrangement to continue work at the mines after April 1st pending the adoption of a new agreement, which you entered into when the previous wage scale was about to expire, was highly commendable and filled us all with hope that a new contract would be mutually worked out and the supply of anthracite coal continued without interruption. I sincerely trust that the hope will be fully realized.

I have, however, been advised that there is a possibility you may not come to an agreement. I am sure I need not remind you that we have not yet recovered from the economic losses incident to the war. We need the fullest productivity of our people to restore and maintain their own economic standards and to assist in the rehabilitation of Europe. A strike at any time in a great basic industry like anthracite coal mining would be a very disturbing factor in our lives and industries. To have one take place now while we are actively engaged in the problems of reconstruction would be a serious disaster. Anthracite coal is used principally in domestic consumption. Any shortage in the supply would affect a multitude of homes that have been specially equipped for the use of this kind of fuel. It would have to be supplemented by the use of substitutes such as bituminous coal or oil, diverting these commodities from transportation and manufacturing industries which they now supply, using more cars because of the longer hauls and thereby reducing the efficiency of our transportation systems that are already burdened beyond their capacity. Such a condition must not occur if there is any way of avoiding it.

I am not familiar with the technical problems affecting the making of your wage scale. You are. You should therefore be able to effect an agreement. If for any reason you are unable to do so, I shall insist that the matters in dispute be submitted to the determination of a commission to be appointed by me, the award of the commission to be retroactive to the first of April in accordance with the arrangement you have already entered into, and that work be continued at the mines pending the decision of the commission. I shall hold myself in readiness to appoint a commission similarly constituted to the one which I recently appointed in connection with the bituminous coal mining industry as soon as I learn that both sides have signified their willingness to continue at work and abide by its decisions.

Respectfully yours,

WOODROW WILSON.

The joint subscale committee thereupon adjourned until June 1, 1920. In the interim between the adjournment and reconvening of

the joint subscale committee the mine workers by the action of the tri-district convention of the United Mine Workers of America, and the operators through their representatives had agreed to the offer of the President to appoint a commission as outlined in the foregoing letter of the President.

The joint subscale committee met at Washington, June 1, 1920, at which meeting the following was unanimously agreed to, viz:

(1) The terms and provisions of the award of the Anthracite Coal Strike Commission and subsequent agreements made in modification thereof or supplemental thereto, as well as the rulings and decisions of the Board of Conciliation, will be ratified and continued, excepting insofar as they may be changed by the award of the commission.

(2) When the award of the commission is made it will be written into an agreement between the anthracite operators and miners in such manner as the commission may determine.

(3) It is understood that neither operators nor miners are in any manner bound by any tentative suggestions that have been made during the period of their negotiations and that either side shall use its own discretion in the presentation of its case in connection with matters at issue.

The President upon the 3d day of June, 1920, named a commission as will appear by the proclamation of the President heretofore set forth.

WORK OF THE COMMISSION.

The commission met in Scranton, Pa., upon June 24, 1920. Public hearings were held at which the evidence of the mine workers and operators was presented.

Upon behalf of the mine workers the following exhibits were offered, to wit:

(1) Pay statements of long-hour men.

(2) Pay statements of long-hour men.

(3) Irregularity of employment in the anthracite industry.

(4) Comparison of earnings and wage rates in anthracite and bituminous mines of Pennsylvania.

(5) Average full-time weekly earnings in the anthracite coal mines of Pennsylvania.

(6) Wage rates in New York, Philadelphia, Pittsburgh, and Buffalo.

(7) Wages in various industries and occupations—A summary of wage movements.

(8) Changes in cost of living and prices 1914–1920.

(9) Monthly Labor Review, February, 1920.

(10) Food prices in Scranton, Pa., in 1920, compared with prices in other cities.

(11) Income and expenditures of anthracite mine workers' families in Scranton, Pa., 1920.

(12) The relationship between rates of pay and earnings and the cost of living in the anthracite industry of Pennsylvania.

(13) The sanction for a living wage—A compilation of data from official authoritative sources.

(14) "What happened to Europe"—book written by Mr. Frank A. Vanderlip.

(15) Reports of the Immigration Commission—Immigrants in industries—Anthracite coal mining.

(16) Workingmen's standard of living in Philadelphia.

(17) A Living Wage, a study of wage conditions by Rev. John A. Ryan, D. D.

(18) Standards of living, a compilation of budgetary studies.

(19) Cost of living in coal towns.

(20) What a living wage should be, as determined by authoritative budget studies.

(21) The practicability of a living wage.

(22) The trade-union as the basis for collective bargaining, a compilation of sanctions and experience.

(23) Report to the President of the anthracite coal strike of May–October, 1902, by the Anthracite Coal Strike Commission.

(24) The sanction for the eight-hour day.

(25) The case for the shorter work day—brief for defendant in error.

(26) Occupational hazard of anthracite miners.

(27) Additional statements of long-hour men, supplementing Miners' Exhibit No. 2.

(28) Report of Senate committee investigating strike in steel industries.

(29) Prices in Scranton, Pa., in 1919–20, secured from local dealers.

(30) Anthracite mine laws of Pennsylvania.

(31) Pay statements of certain employees.

(32) Rates of Metropolitan Life Insurance Co. upon miners' risk.

Upon behalf of the operators the following exhibits were offered, to wit:

(1) Reply of anthracite operators to demands of anthracite mine workers.

(2) Statement showing breaker starts and days worked during year 1919 at operations producing 80 per cent of the total anthracite tonnage.

(3) Monthly Labor Review for June, 1920.

(4) Growth of bank deposits in the anthracite coal fields of Pennsylvania for the years 1916–1920.

(5) Statement showing total net earnings and net earnings per start of contract miners during the months of October, November, and December, 1919, at operations of nine companies producing about 75 per cent of the total anthracite output.

(6) Irregularity of employment in the anthracite industry.

(6A) Cost reports of the Federal Trade Commission, Coal No. 2, Pennsylvania—Anthracite, June 30, 1919.

(7) Comparison of wage rates in anthracite and bituminous mines.

(7A) Wages and hours of labor in the coal-mining industry in 1919.

(7B) Letter from Charles E. Baldwin, Acting Commissioner of Labor Statistics.

(8) Average full-time weekly earnings in the anthracite mines of Pennsylvania.

(9) Wage rates in New York, Philadelphia, Pittsburgh, and Buffalo.

(10) Income and expenditures of anthracite mine workers' families.

(11) The relationship between rates of pay and earnings and the cost of living in the anthracite industry of Pennsylvania.

(11A) The case of the bituminous coal miners as presented by the United Mine Workers of America to the presidential coal commission.

(12) Dealing with the cost of living and a living wage.

8336—20——3

(13) Occupational hazard of anthracite miners.

(14) Annual earnings, by occupations, of employees working throughout the year 1919 for the nine companies producing about 75 per cent of the total anthracite output.

(15) Scale agreement between the United Mine Workers of America, district No. 2, and the bituminous operators of Central Pennsylvania, 1916, and supplements.

(16) Food prices in Scranton, Pa., in 1920, compared with prices in other cities.

(17) Prices in Scranton, Pa., 1919, and 1920 (secured from local dealers).

(18) Being sketch, showing death rate per thousand coal miners, 1913–1917, New York males, 1909–1911.

After hearing the testimony and arguments of the respective parties a tour of the anthracite region was made by the commission; several mines were inspected and a general survey made of the housing and housing conditions by the mine workers.

DEMANDS OF THE MINE WORKERS.

The questions in dispute between anthracite coal operators and miners referred to this commission to hear and decide are as follows, to wit:

(1) We demand that the next contract be for a period not exceeding two (2) years and that the making of individual agreements and contracts in the mining of coal shall be prohibited.

(2) We demand that the present wages of the anthracite mine workers be increased to correspond to the increases granted the bituminous mine workers by the Presidential Coal Commission.

(3) We demand that a uniform wage scale be established so that the various occupations of like character at the several collieries shall command the same wage.

(4) We demand that shovel crews operating for coal companies shall be paid not less than the rates paid by contractors to shovel men.

(5) We demand that the eight-hour day be extended to all classes of inside and outside day labor and monthly men with time and half time for overtime and double time for Sundays and holidays.

(6) We demand a closed-shop contract, which means full recognition of the United Mine Workers of America as a party to the agreement.

(7) We demand that all dead work shall be paid for on the consideration basis, existing at the colliery, and that where more than one miner is employed they shall receive the same rate.

(8) We demand payment for all sheet iron, props, timber, forepolling, and cribbing.

(9) We demand, where miners are prevented from working on account of lack of supplies, that they shall be accorded the opportunity of making a shift at some other work.

(10) We demand in the settlement of grievances that the aggrieved parties shall have the right to demand settlement, upon a basis of equity, and if such equity settlement is requested the conditions of 1902 shall not enter into or prejudice the case.

(11) We demand that a uniform rate of $0.17 per inch be paid for all refuse in all kinds of mining up to ten feet wide, and a proportional rate be applied for all over ten feet.

(12) We demand that wherever miners are now paid on the car basis that hereafter they shall be paid on the legal ton basis and that dockage shall be eliminated.

(13) We demand that on all reel motors one motorman and two brakemen be employed and that on all other motors and engines assistants or patchers be employed, and that when motormen or engineers are repairing their motors or engines that their assistants shall be employed to help in the work.

(14) We demand that for all tools lost through no fault of employees as a result of squeezes, water or fire, the men to be compensated for such losses.

(15) Where contract miners are employed doing company work the company shall supply them with the necessary tools and failing to do so shall compensate the miners by paying each miner not less than one extra hour per day for the use of such tools.

(16) We demand that the company shall supply to all company men the necessary tools free of charge.

(17) We demand that checkweighmen and check docking bosses be permitted to serve as members of mine committees.

(18) We demand that where contract miners encounter abnormal conditions in their working places they shall have the privilege of going on consideration work. A definition of consideration work shall be written into the agreement.

RULING OF THE COMMISSION CONCERNING ITS JURISDICTION IN VIEW OF QUESTIONS RAISED BY PRESENTATION OF CERTAIN EXHIBITS.

During the progress of the hearings the representatives of the operators raised objection to the presentation of certain exhibits prepared by the mine workers. The titles of these exhibits were as follows:

1. The relations between wages and production, costs, prices, and profits in the anthracite mining industry.
2. Profits of anthracite operators.
3. Freight rates on anthracite coal.
4. Wholesale and retail prices of anthracite coal.
5. Operating and financial performance of anthracite railroads.
6. Combination in the anthracite industry.
7. Summary, analysis and statement.

The ruling of the commission upon its jurisdiction as raised by the offer to present said exhibits was as follows:

First. General authority and jurisdiction.

In a letter to the operators and miners of the anthracite wage scale committee under date of May 21, 1920, among other matters, President Wilson said: "I shall insist that the matters in dispute be submitted to the determination of a commission to be appointed by me."

Later in the above communication the President said: "I shall hold myself in readiness to appoint a commission similarly constituted to the one which I recently appointed in connection with the bituminous coal mining industry."

The commission construes these references as notice to both parties that in the event of their failure to reach an agreement a commission would be appointed in accordance with the terms above stated.

It appears that on May 27, at Wilkes-Barre, there was submitted to the officers and delegates of the tri-district convention of the United Mine Workers of America a report in which the following resolution was adopted, namely:

"That we accept the offer of the President of the United States for the appointment of a commission as contained in his letter addressed to the operators' and mine workers' scale committee, under date of May 21, 1920, and that work be continued under the retroactive understanding agreed to between operators and miners and reiterated by the President, which will protect the mine workers in wage increases as from April 1."

On June 1, certain gentlemen, representing the operators, presented the following to the Secretary of Labor:

"JUNE 1, 1920.

"Hon. W. B. WILSON,

"*Secretary of Labor, Washington, D. C.*

"DEAR SIR: We, the undersigned operators representing the negotiating committee of the anthracite operators, have received through you a communication from the President making an offer to appoint a commission to decide the questions in dispute between us and the anthracite mine workers.

"We agree, on behalf of the anthracite operators, to the offer of the President to appoint such commission, and further agree to abide by its award.

"Respectfully yours,

"W. L. CONNELL,
"C. F. HUBER,
"W. J. RICHARDS,
"S. D. WARRINER."

On June 1 the following resolutions were adopted by the joint scale committee:

"(1) The terms and provisions of the award of the Anthracite Coal Strike Commission and subsequent agreements made in modification thereof or supplemental thereto, as well as the rulings and decisions of the board of conciliation, will be ratified and continued, excepting in so far as they may be changed by the award of the commission.

"(2) When the award of the commission is made it will be written into an agreement between the anthracite operators and miners in such manner as the commission may determine.

"(3) It is understood that neither operators nor miners are in any manner bound by any tentative suggestions that have been made during the period of their negotiations and that either side shall use its own discretion in the presentation of its case in connection with the matters at issue."

On June 5, 1920, the operators and miners having failed to reach an agreement and having agreed as above cited to the appointment of a commission, the President issued a proclamation, now a matter of record in these proceedings. In paragraph four of this proclamation the President refers to his letter of May 21, 1920, using again the phrase "matters in dispute." In the paragraph constituting the commission the record is as follows:

"Now, Therefore, I, Woodrow Wilson, President of the United States, hereby appoint William O. Thompson, of Columbus, Ohio; Neal J. Ferry, of McAdoo, Pennsylvania, and William L. Connell, of Scranton, Pennsylvania, a commission to hear and decide the questions in dispute between the anthracite coal operators and miners. Its report will be made within sixty days, if possible, will be retroactive to April 1, 1920, and will be made the basis of a new wage agreement between the anthracite operators and miners in such manner as the commission may determine."

Pursuant to this proclamation thus represented the miners have presented 18 demands and certain conditions of submission. These conditions of submission and the 18 demands are matters of record in the transcript of the proceedings of the first day, pages 21 to 26, inclusive.

It is the opinion of the commission, and it now so rules that the authority and jurisdiction of the commission are specifically outlined in these documents and that the "matters in dispute" to be decided fall within the limit of the 18 demands.

The commission does not recognize the interpretation of implied jurisdiction as broadening the scope of the public interest but is of the opinion, and so holds, that the public interest represented in this controversy is confined to the question of wages, hours of work, recognition of the United Mine Workers of America, and other matters clearly stated in the 18 demands.

The reference in the President's communication to a commission "similarly constituted to the one appointed in connection with the bituminous coal-mining industry" offers no suggestion as to powers, duties, or jurisdiction.

The commission, therefore, holds that this paragraph refers solely to the representative character of the commission in which the parties to the dispute and the public are represented.

Second. Concerning certain exhibits.

The commission is of the opinion and now rules that the seven exhibits purporting to set out the relation between wages and wholesale and retail prices, the situation as to freight rates, the operation and financing of anthracite railroads and other exhibits are not germane to the matters in dispute and the issues before this commission as outlined and defined by the 18 demands. The commission fully recognizes the public interest in these questions and their vital importance to the public welfare. The commission, however, recognizes the limits of its own authority and therefore rules that these exhibits to which objection has been raised offer no contribution to the solution of the issues pending and will not be admitted as part of the evidence in the case.

Respectfully submitted.

W. O. Thompson, *Chairman.*

THE LIMITATIONS UNDER WHICH THE COMMISSION WORKED.

The ruling cited above recognized that the task set before the present commission was altogether different from the task of the commission of 1902. The circumstances calling for the commissions were radically different. The one grew out of a great strike. The other arose from a few differences between the representatives of the two parties at interest.

The fact is here emphasized because of the popular misapprehension as to the powers and duties of the commission. The current outcry against the advancing prices of anthracite coal and of its scarcity in certain markets assumed that the commission had been appointed to deal with all matters in which the consumers of anthracite coal were interested. There is no doubt about the public interest in the supply of coal, questions of freight rates, retail prices, profits, and other factors in the production and distribution of coal, but these questions were not submitted. It is important that this fact should be understood by all having any interest in this award.

THE ANTHRACITE COAL STRIKE COMMISSION OF 1902.

The substantial character of the work of that commission is evident from the fact that for almost 18 years the anthracite industry has made steady progress, enjoying for the most part industrial peace. Among other features it is well worth while to direct attention to the award which provided for a board of conciliation composed of six members; three from the operators and three from the miners. This is, perhaps, the most valuable and most abiding feature of the work of that epoch making commission. The experience of this board of conciliation is a high tribute to the spirit in which all parties have cooperated. The results have been most happy. If the present commission could do so it would gladly lend every influence for the increasing of confidence in this method of dealing with industrial grievances. The organization of mine committees, commonly known as grievance committees, has increased the efficiency of the machinery for dealing with the numerous but inevitable annoyances that arise in a great mining industry. The public interest in all labor controversies is well served when the principle of conciliation is active in the settlement of grievances and disputes.

THE AWARD.

The public interest in the award centers chiefly around the wages determined upon and the effect of these wages upon prices. The commission has sought to be conservative in the award while making provision for a substantial improvement in the situation of the miner. The award is made with the primary purpose of making the position of the men performing common ordinary labor more tolerable and of preserving the differentials between the several classes of labor. The commission declines to commit itself to an award which could justly be considered as an encouragement to the so-called "vicious spiral" in prices. This award while providing improved conditions for the employees offers no justification for any advance in the retail prices of coal, but on the other hand is consistent with a decline in prices. The award has not passed a great burden along to the consumer of coal. Any sharp advance in the retail price of coal could not be charged to the operators, the miners or the award.

In order that the possibilities of this award may be realized it is important that there be the heartiest spirit of cooperation by all parties. It assumes that the operators will use every effort to keep the mines in active operation and thus afford the miner opportunity for regularity of employment. Much emphasis in the hearings was given to the statement that the anthracite industry had become substantially a continuous industry. It is important that this statement be realized in experience as it affects both the annual earnings and

the annual production. In one of these the miner is vitally concerned and in the other the public is profoundly interested.

Coal mining in the past has suffered from intermittency more than most other industries. Irregularity in service would in most industries be the cause of dismissal. It is not so in mining. This award is made upon the assumption of increasing regularity of the mines and of the miner. If, for any reason, or for a number of reasons combined, this regularity should fail the award will be disappointing. The commission indulges the hope that the improved opportunity will result in developing regularity of employment, greater earnings for the miners and a lower cost of production for the operators. This points the way to a reduced cost of coal to the consumer while maintaining the earnings of the miner and the reasonable profits of the operator.

The terms of the award are given in detail as follows:

I. The commission adjudges and awards: That the terms and provisions of the award of the Anthracite Coal Strike Commission and subsequent agreements made in modification thereof, or supplemental thereto, as well as the rulings and decisions of the board of conciliation, shall be ratified and continued, excepting insofar as they are changed by the terms of the awards of this commission.

II. The commission adjudges and awards: That the increases provided in the awards of the commission hereinafter set forth shall be paid to the legal representatives of such employees as may have died since April 1, 1920.

DEMAND NO. 1.

(1) We demand that the next contract be for a period not exceeding two (2) years and that the making of individual agreements and contracts in the mining of coal shall be prohibited.

The commission adjudges and awards:

(*a*) That item one of this demand being agreed to by both operators and miners be answered in the affirmative and made a part of the report.

(*b*) That concerning item two, the commission holds that the right of contract can not be denied and therefore returns a negative reply on the principle. The commission places on record its judgment as unfavorable to the general extension of the subcontract system, while recognizing the necessity of such subcontracts under certain conditions. The commission recognizes, however, that abuses of the contract system of mining are possible and has listened with sympathy to a recital of some of these alleged abuses. In order to remove so far as possible all such abuses the commission hereby directs that upon the complaint of any employee affected, the board of conciliation shall review the practices in existing or proposed individual

agreements and contracts as included in demand number one. The board of conciliation, by way of appeal, shall promptly give consideration to the complaint and render decision in the case. The board of conciliation, in case of appeal, shall consider and decide the question of the terms of the contract involving rates of pay and other conditions in such way as to protect and conserve the rights of all the employees in the colliery affected.

DEMAND NO. 2.

(2) We demand that the present wages of the anthracite mine workers be increased to correspond to the increases granted the bituminous mine workers by the presidential coal commission.

The commission adjudges and awards:

(*a*) The contract rates at each colliery shall be increased 65 per cent over and above the contract rates at each colliery effective April, 1916, as established under the agreement of May 5, 1916.

(*b*) The hourly rates of outside and inside company men, receiving $1.545 or more per day under the agreement of May 5, 1916, shall be increased 17 per cent, said increase to be applied to the total rate now in effect, namely, the base rate established under the agreement of May 5, 1916, plus the war allowance granted under the supplemental agreement of November 15, 1918; it being understood that the new rate so established shall be not less than fifty-two and one-half ($52\frac{1}{2}$) cents per hour for those employed on the basic eight-hour day. In the case of company men employed on the shift basis, the shift rate shall be increased 17 per cent, said increase to be applied to the rate now in effect; it being understood that the new rate so established shall be not less than $4.20 per shift.

(*c*) The hourly rates of outside and inside employees, receiving less than $1.545 per day under the agreement of May 5, 1916, shall be increased four (4) cents per hour over the rates now in effect, namely, the base rate established under the agreement of May 5, 1916, plus the war allowance granted under the supplemental agreement of November 15, 1918.

(*d*) The rates paid consideration miners shall be increased 17 per cent, said increase to be applied to the total rate now in effect, namely, the base rate established under the agreement of May 5, 1916, plus the war allowance granted under the supplemental agreement of November 15, 1918.

(*e*) The rates paid contract miners' laborers and consideration miners' laborers shall be increased above the rates established under the agreement of May 5, 1916, to the same amount per day as the increase to company laborers, at the respective collieries, under the provisions of Clause B hereof; it being understood that, in the case of contract miners' laborers, the miner is to assume and pay so much

of said increase as shall be represented by the application of 65 per cent to the rate per basic shift, as established under the agreement of May 5, 1916, and the difference between said amount and the total increase to the contract miners' laborer shall be assumed and paid by the operator.

(*f*) Monthly men coming under the agreement of May 5, 1916, shall be paid an increase of 17 per cent, said increase to be applied to the total rate now in effect, namely, the base rate established under the agreement of May 5, 1916, plus $54 per calendar month in the case of outside employees, and the base rate under said agreement plus $60 per calendar month in the case of inside employees.

(*g*) The increases herein provided shall become effective April 1, 1920, and the amount due for the period April 1 to August 31, shall be paid as follows:

The amount due for April, with the pay for the first half of September, and the amount due for each of the succeeding four months with the pay for each semimonthly pay period thereafter.

DEMAND NO. 3.

(3) We demand that a uniform wage scale be established so that the various occupations of like character at the several collieries shall command the same wage.

The commission adjudges and awards:

The board of conciliation shall act as a commission to make a study of, and report to, the Joint Conference at the expiration of this contract, or sooner if practicable, the matter of uniformity in day rates for the several occupations of day men of the respective collieries in the anthracite field.

DEMAND NO. 4.

(4) We demand that shovel crews operating for coal companies shall be paid not less than the rates paid by contractors to shovel men.

The commission adjudges and awards:

This demand is based upon the fact that in many instances the rates paid to shovel crews working for stripping contractors are higher than the rates paid to shovel crews working for a company. The rates paid to company employees have been established for many years. In the establishment of these rates it can be assumed that due regard was had for the classification of labor and the differentials. The rates paid the employees of stripping contractors are fixed upon a different and independent basis. This demand seeks to determine the rates for one class of employees without regard to the effect upon other classes of company employees and upon the differentials. The commission therefore can not grant this demand.

DEMAND NO. 5.

(5) We demand that the eight-hour day be extended to all classes of inside and outside day labor and monthly men with time and half time for overtime and double time for Sundays and holidays.

The commission adjudges and awards:

(1) That the case of inside pumpmen and inside and outside hoisting engineers, working a twelve-hour cross shift, shall be referred to the board of conciliation. The board shall work out a basis of eight-hour shifts and the rates to be paid for an eight-hour day. Pending the decision of the board, inside pumpmen and inside and outside hoisting engineers, working a twelve-hour cross shift shall continue on that basis and shall be paid the same increase as provided for day men under Clause B in our answer to the wage demand. When the rates to be paid for an eight-hour day have been established by the board of conciliation, time in excess of eight hours per day shall be paid for at the rate per hour established for the eight-hour day.

(2) The demand for time and half time for overtime and double time for Sundays and holidays.

It is well known that the principle underlying this demand has been defended by its friends and advocates everywhere for the reason that such excess pay for overtime would act as a deterrent and thus serve to strengthen the eight-hour day as the normal working day. The anthracite industry is now organized on the basic eight-hour day. The commission does not understand that either the operators or the miners desire to abolish the existing basic eight-hour day. It is freely recognized that while the eight-hour day is generally applicable there are necessary services requiring more than an eight-hour day. By mutual consent and agreements entered into a certain number of employees work a longer day and are paid the usual rates for this overtime. If this demand is to be interpreted as preventing overtime, except in cases of great emergency when special rates might well be paid, then these agreements must be set aside and important consequences follow the reorganization necessary.

Certain cases where a 12-hour shift is now in operation are by this commission referred to the Board of Conciliation. It is the opinion of the commission that this reference will bring about any desired and desirable changes. The commission does not desire in the least to encourage any departure from the eight-hour day or to encourage any permanence of long-hour days except where the necessities of the organization require it. Under these conditions it does not approve the demand for extra pay for overtime.

Upon the question of Sundays and holidays it may be said that where continuous operation is necessary, as in many of the activi-

ties of modern industry, that fact is taken into consideration and forms part of the contract. The commission does not concur in the theory that any workman should be permitted or required to work the 52 Sundays in a year or be denied the privilege of holidays. It is obvious that some one must be in service at all hours. The schedule should be so adjusted that workers could have relief. The commission of 1902 in recognition of this situation definitely provided that men should be relieved from duty on Sundays without loss of pay by a man provided by the employer to relieve them during the hours of the day shift.

The commission sees no sufficient reason for disturbing the present adjustment and therefore takes no further action than that contemplated in referring this demand to the board of conciliation as above. The demand for time and half time for overtime and double time for Sundays and holidays is denied.

DEMAND NO. 6.

(6) We demand a closed shop contract which means full recognition of the United Mine Workers of America as a party to the agreement.

The commission adjudges and awards:

That the commission approves the request for recognition of the United Mine Workers of America as party to the agreement in adjusting the differences between the operators and the miners in all the contractual relations between the parties and directs that the form of contract entered into as provided in this award shall be between districts 1, 7, and 9 of the United Mine Workers of America, as represented by the presidents of the three districts, and the anthracite operators.

Provided, however, that this official recognition of the United Mine Workers of America for the purpose of adjusting differences and strengthening collective bargaining, does not carry with it the theory or the fact of the "closed shop," or the "check off"; and provided further, that it does not in any degree interfere with or annul the provisions of the award of 1902 in which the rights and privileges of nonunion men were stated and protected; and provided further, that in cases where nonunion employees have grievances or where for any reason the grievance committee or mine committee fails to give such grievance consideration satisfactory to the employee, his right to appeal from the decision of the foreman or grievance committee and to the board of conciliation shall be inviolate.

DEMAND NO. 7.

(7) We demand that all deadwork shall be paid for on the consideration basis, existing at the colliery, and that where more than one miner is employed they shall receive the same rate.

The commission adjudges and awards:

This demand is based upon the principle that the rates paid for an employee's principal occupation should obtain when for any reason he is occupied temporarily in another kind of employment. The exigencies of any ordinary business may make such temporary transfers desirable from the standpoint of the employer. The employee, however, is under no obligation to accept such transfer. In many instances he has a choice between idleness enforced by circumstances beyond control and the use of his time at such compensation as the company can offer. The arrangement must always, therefore, be one of mutual agreement. No adequate reason has been presented to the commission why the rate prevailing for any type of work should not govern in the case of all persons engaged in that work.

The demand is, therefore, denied.

DEMAND NO. 8.

(8) We demand payment for all sheet iron, props, timber, forepolling, and cribbing.

The commission adjudges and awards:

This demand seeks to secure payment for the items named as a separate contract. The testimony presented did not establish the assumption that payment was not made for the work. On the other hand, the claim was distinctly made that these items were within the terms of the contract. The claim was made that the base rates established in 1902 are unfair. It should be borne in mind that in all wage adjustments subsequent to that date the alleged unfairness of an earlier date tends to disappear with each new adjustment. The demand, therefore, if granted, would tend to disturb the wage structure. The commission is of the opinion that the maintenance of the wage structure subject to adjustment in rates from time to time is the surest method of preserving desirable features and of removing causes of grievance.

The demand is, therefore, denied.

DEMAND NO. 9.

(9) We demand where miners are prevented from working on account of lack of supplies that they shall be accorded the opportunity of making a shift at some other work.

This demand, after discussion, was, upon motion of Commissioner Ferry, withdrawn.

DEMAND NO. 10.

(10) We demand in the settlement of grievances that the aggrieved parties shall have the right to demand settlement, upon a basis of equity, and if such equity settlement is requested the conditions of 1902 shall not enter into or prejudice the case.

The commission adjudges and awards:

The commission interprets this demand in the light of the evidence presented to be that in case of any grievances arising the case shall be considered in the light of the facts as they exist at the time and that precedents and rules established through experience shall not apply. This in effect would set aside or nullify many of the precedents developed since the award of 1902.

The plea was made that these precedents worked hardship on miners not acquainted with the conditions established nearly two decades ago. The evidence presented failed, however, to impress the commission of anything more than the theoretical possibility of an abuse. It also failed to show in what particulars the established custom had developed any abuses that would be corrected or abolished under the proposals in the demand.

The commission, therefore, denies the request contained in the demand.

DEMAND NO. 11.

(11) We demand that a uniform rate of $0.17 per inch be paid for all refuse in all kinds of mining up to ten feet wide, and a proportional rate be applied for all over ten feet.

The commission adjudges and awards:

This demand is essentially the same in principle with demand number eight in that it is a desire to appeal from the condition established by the award of the Anthracite Coal Strike Commission of 1902 and the subsequent agreements, and to provide by separate contract for the payment for refuse on the assumption that it is not now paid for. The evidence supports the statement that in many, if not in all, cases payment is made. The contention, therefore, is for a new rate based upon certain alleged unsatisfactory rates at present in force. It was developed during the hearings that from time to time adjustments had been made through collective bargaining.

The commission, therefore, denies this demand.

DEMAND NO. 12.

(12) We demand that wherever miners are now paid on the car basis that hereafter they shall be paid on the legal ton basis, and that dockage shall be eliminated.

The commission adjudges and awards:

This demand for two things—the substitution of measure by weight for the present method of payment by the car, and the elimination of the system of dockage—presented by the miners, involves a reconstruction of the basis of pay in force from the beginning. The subject was before the Anthracite Coal Strike Commission in 1902 and was made the subject of formal discussion from the legal and other points of view.

The present commission is asked to treat the same problem essentially that was presented to the former commission except that a price per ton is not now included and the elimination of the practice of dockage is included.

In support of the demand the system in use was challenged as unfair; that payment resulting from an unfair system was also unsatisfactory; that the changes in the marketing of coal since 1902, by which smaller sizes were utilized, made it reasonable that the system of weighing should be applied to the miner as to the purchaser of the commodity. There can be no question that a just weight, in the last analysis, is the best test for compensation. In the development of the subject, however, the evidence to sustain the inference of injustice to the miner was not presented. It may be impossible to secure and present such evidence in a conclusive manner. On the other hand it was affirmed that in certain collieries where payment by weight had been installed the practical results were no more satisfactory than where payment by the car was the practice. It is apparent that so long as there are impurities in the seams or veins a source of dissatisfaction and complaint exists. The operators will complain about the amount of impurities in the car and the miner about the payment. Recognizing the justice of both these complaints, there would appear to be an economic pressure on both parties to adjust the conditions so as to remove abuses. The operators contend that payment by the car as practiced has been brought to a substantially accurate basis, and that payment has been adjusted to experience under the existing practice until no financial hardship is put upon the miner. They further contend that under these conditions there is no need of a change, and that to substitute the change as proposed would involve a readjustment of the whole question of miners' wages.

In the absence of conclusive evidence that the present system is working serious injustice to the miner, the commission denies the demand and reaffirms the award of 1902, viz, that during the life of this award the present methods of payment for coal mined shall be adhered to, unless changed by mutual agreement.

DEMAND NO. 13.

(13) We demand that on all reel motors one motorman and two brakemen be employed and that on all other motors and engines assistants or patchers be employed, and that when motormen or engineers are repairing their motors or engines that their assistants shall be employed to help in the work.

The commission adjudges and awards:

This demand looks to two things; first, the determination of how the reel motors shall be operated by naming the number and the grade of the men to be employed, and second, the determination and

control of the repairs of the motors or engines by naming the definite employment of certain employees.

The evidence presented is not convincing as to the need of the men suggested. In case of trouble arising it would naturally be dealt with through the usual channels. Moreover, the responsibility for the property, which is in some cases quite expensive, vests in the owners and operators. The responsibility for repairs also vests in the same persons. The assignment, therefore, of men to the repair work must always rest with the responsible parties.

The commission, therefore, denies the demand.

DEMAND NO. 14.

(14) We demand that for all tools lost, through no fault of employees, as a result of squeezes, water, or fire, the men to be compensated for such losses.

The commission adjudges and awards:

Contract miners whose tools are lost through no fault of their own as the result of squeezes, cave-ins, and similar accidents, shall be furnished with new tools by the company, corresponding to the tools lost, without expense to the miner.

DEMAND NO. 15.

(15) Where contract miners are employed doing company work the company shall supply them with the necessary tools and failing to do so shall compensate the miners by paying each miner not less than one extra hour per day for the use of such tools.

DEMAND NO. 16.

(16) We demand that the company shall supply to all company men the necessary tools free of charge.

The commission adjudges and awards:

These two demands have been thrown together in the hearings and in the discussions owing to the fact that they both deal with the fact of ownership and one deals with the proposal of pay for the use of privately owned tools.

It may be assumed that any long-established custom that has grown up in a community, or in an industry has some good reason for its permanence. It is true that abuses may arise from time to time and persist. It is also to be presumed that the rates of pay have taken into account the conditions under which the service is rendered. In the case of contract miners it is fair to presume that the rates of pay presumed private ownership of tools for all contract work and that the company work would be a small part of the contract miners' labor. In that case the factor of pay for the use of tools would be negligible. If, however, the amount of company work

done by the contract miner should greatly increase and no consideration of that fact be given attention in the adjustment of rates, an abuse would clearly develop and a grievance be established. If, for example, two-thirds of a contract miner's time was occupied in company work and no consideration for the use of tools be given, the conditions would be quite the reverse of those under which the existing custom arose. The existing machinery would deal with such a grievance at any time and compensate the contract miner as the facts would seem to justify.

On the fact of company ownership of tools versus individual ownership it should be noted that there is no rule other than custom. In a manufacturing establishment the lathes would be owned by the company. The same custom prevails on the farms. In contract labor, however, the contractor usually owns his own equipment and tools. Any departure from this would be the subject of consideration in the contract. In the mining industry the custom of private ownership of tools has developed. There are certain reasons for this custom, among which may be mentioned that of responsibility for the loss of tools. Other reasons are obvious to any one familiar with the industry. The real issue is, therefore, whether under the existing custom abuses have developed that demand a reform of the abuses or an abolition of the custom. The most apparent motive for these demands was the financial one. Another demand is really for the relief of the miners from the burden of the investment necessary for ownership. The evidence was not convincing that the burden was excessive or that the miners themselves were urgent in the demand. No abuses of severe character were alleged. The commission, therefore, is of the opinion that there is not at the present time any urgency in this demand and answers it in the negative.

DEMAND NO. 17.

(17) We demand that checkweighmen and check docking bosses be permitted to serve as members of mine committees.

The commission adjudges and awards:

The contention here is that these men are ordinarily selected from among the miners and are experienced in the details about which grievances arise. It is further contended that they have been selected after the plan had been approved by the operators and might reasonably be construed as employees of the company.

On the other hand the operators contend that this demand is not in harmony with the agreement of 1912, in which it was stipulated that the mine committee should be constituted by the selection of three employees of the company. They deny that these men are employees of the company.

It is clear that these men in question are elected by the contract miners and are paid by them. It would require, in order to meet this demand, an amendment to the agreement of 1912, which the parties themselves can make, if they so desire, or an enforcing of the amendment by the commission. The commission declines to take this action, and, therefore, denies the demand.

DEMAND NO. 18.

(18) We demand that where contract miners encounter abnormal conditions in their working places they shall have the privilege of going on consideration work. A definition of consideration work shall be written into the agreement.

The commission adjudges and awards:

Whenever deficient or abnormal conditions are encountered in a working place by contract miners, the miner or miners affected shall make such fact known to the foreman, and if the foreman and the men affected are unable to agree upon compensation based on the method or practice for such payment at the mine affected, it shall be referred to the grievance committee and dealt with in the manner provided for other grievances. Work shall be continued pending the adjustment unless otherwise directed by the foreman, and whatever decision is made shall be retroactive to the date upon which the grievance was raised.

Respectfully submitted.

W. O. THOMPSON,
Chairman.
W. L. CONNELL,
Commissioner.

Attest:

JAMES A. GORMAN,
Executive Secretary.

THE MINORITY REPORT

OF

Commissioner NEAL J. FERRY

OF THE

United States Anthracite Coal Commission

TO

THE PRESIDENT

MINORITY REPORT.

My Dear Mr. President: It is with regret that I have to inform you that, as the representative of the anthracite workers on this commission, I find myself unable to accede to the report of the chairman and of the representative of the anthracite operators. As a matter of fact, this report is an exceedingly great disappointment to us. It is unnecessary for me to state, however, that whatever our opinions may be as to the merits of this report, we are fully conscious of our obligation of honor and good faith in the matter. The officers of the United Mine Workers of America will, of course, accept and carry out this majority award in the anthracite mines with the most scrupulous care and with the utmost good faith. All of our energies and authority, without reservation, will be devoted to this end.

To our minds, this commission had an unprecedented opportunity for real industrial statesmanship and for a splendid public service in this period of reconstruction. No one can appreciate more than we do, Mr. President, the necessity for the fullest cooperation between labor and capital at the present time, and the duty of both to seek harmony and cooperation in their working relations so that the continuity of production may be unimpaired and its maximum proportions attained with the object constantly in view, not only to relieve the grievous physical needs of our country, but also of the entire civilized world. Especially is this true in the case of such an essential commodity as anthracite coal, and throughout the proceedings it is to this end that our efforts have been constantly directed. We have realized and have constantly reiterated the point of view, which the operators have refused to accept, that the public interest, in a controversy of this kind, is paramount. We also have freely conceded that capital, prudently and honestly invested in the anthracite industry, must have a fair, and even a liberal, return so as to stimulate the greatest possible expansion and productivity of this industry. On the other hand, we have also claimed that the worker in the anthracite mines has certain fundamental rights which all students of industry, fair-minded men, and lovers of humanity, fully concede and sanction. The more important of these are (1) the right to a living wage, (2) the right to collective action or to collective bargaining with employers through the leaders of their organizations or representatives of their own choosing, and (3) the right to an eight-hour workday. This has been our basic argument throughout the presentation of the case to the commission.

These principles were sanctioned by the enlightened opinion of the civilized world at the Paris peace conference in the labor provision of the covenant of the League of Nations, and since that time they have been favorably received by economists, men of affairs, the churches without regard to denomination, industrial conferences, and wage boards in this country. As a matter of fact they have been

given a practical acceptance and application in the awards of the two most important adjustment agencies recently appointed by you—the United States Bituminous Coal Commission and the United States Railway Labor Board—and in the reports of the Federal Electric Railways Commission.

All these facts were presented by us to the commissioners exhaustively and with great care. It is with regret that we have to go on record as formally stating to you that the majority report does not face these fundamental principles squarely and does not measure up to the opportunity for the industrial statesmanship which the occasion demanded. It obviously evades and fails to recognize these fundamental principles, is temporizing in its point of view, and without explanation seeks grounds of evident expediency.

THE QUESTION OF WAGES.

The request for increased rates of compensation which we presented to the commission was as follows:

1. Standardization of rates of pay for the same work throughout the field.

2. The same increases in rates of pay as were granted to soft-coal mine workers by the President's Bituminous Coal Commission by its award of March 19, 1920. This demand involves the following increases:

A. The establishment for all adult day workers who are now receiving less than $5 a day a rate of $6 per day.

B. An increase of $1 per day to all adult day workers who are now being paid $5 or more than $5 a day.

C. Workers paid on a monthly basis to receive an increase proportionate to their rate per day computed on the basis of the number of days worked per month.

D. Boys who are now receiving less than men's wages to be advanced 53 cents per day.

E. Thirty-one per cent increase on all contract rates.

The practical application of these requests would have consisted in applying the same increases in the rates of pay to anthracite mine workers doing similar work, as were granted to the soft coal mine workers by your former Bituminous Coal Commission, with the stipulation that the minimum wage paid in the anthracite mines to outside labor should be the same as established in the bituminous mines, or $6 a day.

THE PRINCIPLE OF A LIVING WAGE.

Our general point of view and our contention was that the wages of the anthracite mine workers should be standardized and established on the same levels as those of the workers in the bituminous mines. In addition to this argument, we specifically urged that the lowest paid anthracite worker was entitled to a living wage, or rates of pay sufficient to maintain himself and his family, according to an American standard of living, on a basis of health, decency, and reasonable comfort.

In asking for a minimum scale of $6 per day, we did so with the realization that this was the absolute minimum amount upon which an adult man could support himself and his family in decency and

health. To receive a lesser wage would mean either (1) to discourage marriage, or (2) to make necessary the labor of wives and young children or (3) to bring about a steady deterioration of the health and moral qualities of the families affected.

The first of these three alternatives—the discouragement of marriage—we held was socially and personally undesirable.

The second—the employment of children and wives outside the home—means, in most cases, the destruction of the home, and is an evil which all high-minded people have been fighting for many years.

The third alternative—a deterioration of the health and moral qualities of the families through lack of food, improper housing, etc.—we pointed out, would mean, of course, destruction of all hopes and aspirations for the future of society.

With these considerations in mind, we pointed out to the commission that the anthracite mine workers and all American wage earners have a fundamental economic right to at least a living wage, or an American standard of living. Without this we showed that there could not be intelligent and sound citizenship and that the future was without hope to the mine worker. Failure to realize this right, we showed, breeds revolutionary agitation, and prevents our self-governing Republic from being what it should be. We showed further that the present wages of anthracite workmen were not sufficient to maintain an unimpaired family life, and free the children from the necessity of seeking employment in hosiery and silk mills or the shirt factories in order to supplement the inadequate earnings of their father in the mines. We contended that our wages should be sufficient to guarantee that our children should be well nourished and educated, and that the children of the alien worker should have the Americanizing influence of the public schools.

As concrete evidence of the inadequacy of existing wages and of the lack of a living wage, we submitted the results of our own investigations in the anthracite field and the results of budgetary studies which have been the outcome of research and investigation by impartial students, or by organizations of recognized, authoritative standing, either governmental or private. These budgets showed that average annual earnings of at least $2,242 were necessary to maintain a miner's family on a basis of health and decency, and average earnings of at least $1,772 were necessary to maintain even a mere subsistence standard, or one covering physical needs of food, clothing, and shelter alone. On the basis of a minimum of $6 a day to the unskilled worker, his annual earnings, according to the maximum number of days the collieries would run, as estimated by the operators themselves, would be approximately only $1,600, or several hundred dollars less than necessary to a subsistence standard of living, and $800 less, approximately, than necessary to maintain an American standard, or one of health, decency, and reasonable comfort. We felt, therefore, that our wage requests were extremely reasonable and

conservative, and although less than they should have been, that they would result at least in placing the lowest-paid worker and his family on a subsistence level, and would approximate for the contract miner an American standard of living.

After the close of the public presentation of evidence to the commission the chairman retained as his expert adviser one of the most eminent and unbiased students of the labor problem both here and abroad, Prof. M. B. Hammond, of Ohio State University. This economist, after carefully analyzing all the evidence placed before the commission, made a report to the chairman in which he recommended the acceptance of the living-wage principle as the basis for the commission's report, and stated, after a study of the cost of living in the anthracite region, that rates of pay should be so fixed as to enable the lowest-paid anthracite worker, the outside laborer, to earn a living wage of at least $1,600 annually, and that for other workers wage differentials above this minimum as a basis should be established. The basic contentions of the anthracite mine workers were, therefore, approved and sanctioned by this eminent economist. His conclusions were formally accepted by me during the deliberations of the commission.

THE WAGE AWARD OF THE MAJORITY REPORT.

The majority report, however, does not accept the principle of the living wage, or of an American standard of living, as the basis of its award. It also failed to accept the conclusions or recommendations of Dr. Hammond, the disinterested economist, retained as an adviser by the chairman. Instead, it based its findings as to rates of pay upon the principle of the increased cost of living. In doing this, moreover, it does not apply the increase in the cost of living since our last wage adjustment in November, 1918, but goes back to 1902, the time of the establishment of the original Anthracite Coal Strike Commission.

During the proceedings of the commission we held that, as a basis of wage adjustment, the principle of the increase in living costs should not be accepted, for the reason that it was an emergency measure, temporarily sanctioned by labor for the period of the war, for the reason that labor did not wish to profit from the war emergency, but merely to maintain the wage and living standards prior to the outbreak of hostilities. The acceptance of this principle by the commission, to our minds, means the perpetuation of deplorable and unacceptable pre-war rates of pay and standards of living. Inadequacies in the pre-war purchasing power of the rates of compensation of the earnings of anthracite workers are continued. The use of this principle prevents the rectification of former injustices and affords no basis of hope of progress or of greater economic welfare for the future. The money terms of rates of pay are changed. In real purchasing power, however, they are still insufficient to maintain an American standard of living. The inadequate earnings of the

heads of the families in the mines must be supplemented by the work of their wives or by the taking of boarders and lodgers into the home, and the children are prevented from pursuing their education in the schools.

Finally, if the majority report accepts this principle, it should have applied it justly and properly. The increase in the cost of living since our last wage adjustment has amounted to 27 per cent. This is shown by official statistics and by the report of Prof. Hammond. Instead of applying the principle to this period, however, the commission, without justification, goes back of November, 1918, the time of our last wage adjustment, even back of the war period itself, which no other wage-adjustment agency during or since the war has done, and applies the principle to the year 1902 as a beginning and, computing from that date, finds that wage rates of anthracite workers are now only 17 per cent behind increased living costs. We are thus actually deprived of at least 10 per cent of the rates of pay which we already had before the majority award was made. In accepting the principle of the increased cost of living as a basis for its wage findings, the majority report should have proceeded upon November, 1918, as a basis and granted to us a 27 per cent increase in rates of compensation and not a 17 per cent increase.

We feel that our demands were extraordinarily modest. In the case of the tonnage workers the request was for an increase of 31 per cent. This was very much less than the increase in the cost of living. Thus between 1914 and 1920 the anthracite contract miner had received an increase of only 49.8 per cent, whereas the cost of living, according to official statistics, had been at least 104 per cent. Thus merely to maintain the contract miner's wages at their prewar purchasing power would require an increase of 36 per cent over present rates. Surely the miners were justified in expecting substantially this amount and in expecting that they would not be asked to sacrifice indefinitely their old standards of living and see their families worse off than they were in 1914. The chairman of the commission, however, in agreement with the operators' representative, offers less than 17 per cent.

In the case of the great body of low-paid laborers and other time workers the situation is even worse. The mine workers submitted a series of exhibits regarding the cost of maintaining a family at a level of health and decency. These exhibits contained the results of studies made by scientific students and official agencies of unquestioned impartiality and ability. These showed conclusively that at prices now prevailing no ordinary family could be supported at a level of health and simple decency on less than approximately $2,242 per year. Still acting in a highly conservative spirit, and conceding every possible objection, the mine workers reduced their request to a minimum of $6 per day. Even if anthracite coal mining were a 300-day industry, and assuming the impossible condition that the

average worker lost no time from duty, this would mean only $1,800 a year.

In practice, of course, anthracite mining offers no such opportunity. Even the operators claim only 273 days of operation in 1919, and no proof was submitted in substantiation of this claim. Thus, allowing for the ordinary vicissitudes of sickness, accident, and lack of work, the average anthracite worker could certainly not expect more than 260 days of work a year. At $6 per day this would mean an annual income of only $1,560. It is questionable whether any man, at present prices, can support a family even in the most modest fashion on such a sum. Yet what do the chairman of the commission and the operators' representative offer? They offer $4.20 per day for eight hours of work, which for a full year of 273 days would amount to only $1,147 per year. Surely the mine workers have a right to feel that the evidence has been disregarded. Even though no evidence had been offered, common knowledge would rebel at the offer of $4.20 per day as a living wage in an industry which has all the vicissitudes and uncertainties of the anthracite industry.

THE EIGHT-HOUR DAY.

The wage feature of the majority report threatens the complete abrogation of the eight-hour provision of the 1916 agreement. That this is accomplished by indirection renders the result no less certain and even more vicious. What it does do is to fix hourly rates which will produce a minimum of approximately $1,400 provided the employees work *the same hours as they did in 1919.* This means, for outside employees, a 9½ and 10-hour day, as such hours were customary in the year 1919. This is equivalent to penalizing the employees for their patriotic services during the war and during the uncertain days following the armistice. The Strike Commission of 1902 had fixed nine hours per day for practically all time workers. In the agreement of 1916 the working day was further reduced to eight hours, the agreement providing that "Section 1. b. The working day established by the Anthracite Strike Commission shall be changed from nine hours to eight hours. * * *"

The supplemental agreement of May, 1917, made no change in the working day. But by that time the Great War was on. Under the pressure of the moment the mine workers, as did the workers in other trades, surrendered many of their hard-won privileges that the war might be won. They gave up their holidays, they worked on Sundays, they worked overtime, they did the work not only of themselves but of their fellow workers who left to enter the fighting forces.

But in thus surrendering their rights and privileges that the country might be served in a time of grave emergency they had no thought that the surrender would be permanent, and surely no honest man could expect that this should be the case.

Thus the miners, when they came into the present arbitration, believed that the eight-hour day was now an established feature of the industry. And if solemn agreements are not to be regarded as scraps of paper they had a right to this belief. The thought never even occurred to them that this commission might seek to violate the old agreements.

It is absolutely beside the point to argue that the extension of hours was necessitated by the fact that the eight-hour day is impracticable for all outside workers in the anthracite mines. Even if this were so, it would be entirely without the jurisdiction of the chairman and the operators' representative on this commission to abrogate a contractual agreement not submitted to them for arbitration.

As a matter of fact, of course, the practicability of the eight-hour day was acknowledged by its incorporation in the agreement of 1916. Moreover, its entire practicability is attested by the fact that many mines are now running on a flat eight-hour day for both inside and outside workers. That certain other mines are operating longer hours is due simply to insufficient equipment. If a mine has only two breakers where it should have three, of course it can not put through its breakers in eight hours the coal which the inside workers produce in eight hours. The remedy is to restore prewar conditions or build another breaker, not to make the employes of the breakers work overtime and then say it is necessary.

Nor is there the slightest weight to the argument which may possibly be made that the eight-hour day provided for in the 1916 agreement meant "basic" and not an "actual" eight-hour day, and that the employees themselves expected longer hours. The idea of a "basic eight-hour day" is meaningless unless extra pay is given for overtime work, and no such extra payment is made in the anthracite industry. When the mine workers were struggling for the eight-hour day over a period of years and finally obtained it in 1916, they were governed by the desire to have the working day actually reduced to eight hours. To read another idea into the minds of the workers is absolutely gratuitous. Their sincerity is proven by the fact that they asked for overtime at the rate of time and a half. They did so in the knowledge that such extra payment would mean the elimination of overtime, for the result would be to make it financially unprofitable for the operators to work overtime. This is precisely what happened on the railroads. At present the fact that overtime is not paid for at a higher rate makes it financially more profitable for certain operators to work long hours than to install sufficient equipment or to take on more men.

In view of all of these facts, it is amazing that the chairman and the representatives of the operators on this commission should now say to certain classes of the miners:

> We have come to the conclusion that approximately $1,400 per year is the absolute minimum amount upon which you can maintain yourself and family; we believe, however, that the hourly rates should be so low that you will be

required always to work the same long hours you have been working under the pressure of the war; and, finally, we brush aside existing agreements, feeling quite sure that we know better than you do what is good for you and for the industry.

The commission denies the request for time and a half payment for overtime. Their only stated reason for doing this is that neither operators nor miners desire to abolish the present practice. This is a complete and apparently willful misunderstanding of the mine workers' position. What we do want is the actual eight-hour day, with a sufficiently high hourly wage to permit of the earning of a fair living during the course of the year. If wages are kept below this level, of course, the average man will want overtime work. *He must have it in order to live.* But this is the very condition the mine workers are striving to change, and which it was the duty of this commission to change.

RECOGNITION OF THE UNION.

The provisions of the majority report as to union recognition are entirely unsatisfactory, and add to the almost insuperable difficulties which the United Mine Workers of America have previously experienced in attempting to maintain stability and cooperation in the anthracite area. Our attitude as to this point can be no better expressed than in the closing argument of Mr. Philip Murray, vice president of the United Mine Workers of America, before the commission. I shall quote it as exemplifying our point of view on this most important phase of industrial relations in the anthracite mining areas.

There can be no real industrial peace or accelerated production in the anthracite industry until the United Mine Workers of America are given a full and complete recognition of their union. This is no threat. It is merely the statement of a fact. It can not have, nor does it claim it can have, the influence over the great body of mine workers which it should have until the operators accord it complete recognition.

Eighteen years ago the Anthracite Strike Commission stated that it would have granted recognition to the United Mine Workers had it been within the scope of its jurisdiction. The operators refused to submit the question to arbitration. The 1902 commission then proceeded to state what should be the proper grounds of union organization and activity and intimated and practically promised that under these conditions the operators should recognize the union. This commission said:

"An independent and autonomous organization of the anthracite mine workers of Pennsylvania, however affiliated, in which the objectionable features above alluded to should be absent (majority vote instead of a two-thirds vote on the question of a strike), would deserve the recommendation of this commission; and were it within the scope of its jurisdiction, the said fourth demand of the statement of claim for collective bargaining and a trade agreement might then be reasonably granted. * * *"

Experience shows that the more full the recognition given to a trades-union the more businesslike and responsible it becomes. Through dealing with business men in business matters, its more intelligent, conservative, and responsible members come to the front and gain control and direction of its affairs. If the energy of the employer is directed to discouragement and repression of the

union he need not be surprised if the more radically inclined members are the ones most frequently heard. * * *.

The operators, however, have refused such recognition. Instead of taking the suggestion of the 1902 commission as it was intended, they twisted it as an argument against us. They have done everything possible to make the union unattractive and then ask us why is the union not more attractive to the workers. They have held the union responsible for all contracts, and yet will not concede that the union is of any advantage to the workers.

For 18 years under these unfair and almost intolerable conditions, at great financial loss, we have maintained industrial peace and continuity of production. Were it not for the United Mine Workers of America there would be a strike in the anthracite mines at the present time.

The mine workers wish union recognition. It has been mainly prevented by the influence of sinister and absentee financial interests who control the anthracite industry. A great many local operators and managers would not oppose it. * * *

I believe that the commission will give to these very important facts their most careful consideration and that in view of the stabilizing influences of the United Mine Workers of America in the general uplift of the industry, that the commission will mete out to the members of the United Mine Workers of America in the anthracite region that full measure of recognition which we believe they are so justly entitled to.

We think the time has come when we should enter into our reward. We feel confident that the commission will see the injustice of the operators and completely grant our demands for union recognition.

The following statement was submitted by me as an alternative to the provision of the majority report:

The commission believes that the more full and complete recognition is given to a trade-union, the more responsible and effective it becomes. The history of collective bargaining in the anthracite field during the past 18 years, or, since the award of the Anthracite Strike Commission of 1902, clearly shows that the United Mine Workers of America deserve the most complete recognition possible and the most effective cooperation on the part of the anthracite operators in maintaining continuity of work and maximum production. The commission, therefore, approves the request for recognition of the United Mine Workers of America as party to the agreement in adjusting the differences between the operators and the miners in all the contractual relations between the parties.

The form of contract entered into as provided in this award shall be between (1) districts 1, 7, and 9 of the United Mine Workers of America, as represented by the presidents of the three districts; (2) the general organization of the United Mine Workers of America, as represented by the international president; and (3) the anthracite operators. The general organization of the United Mine Workers of America, as represented by the international president, together with the district presidents, shall be responsible for the fulfillment of all contracts.

The request for the compulsory closed-shop agreement with a "check off" provision is denied. If the employees of any colliery and the management, however, may wish to establish the closed shop and the "check off," by mutual agreement, they may do so under this award, or, if any employee voluntarily executes an order to have his organization dues deducted from his earnings, the management of the colliery where he is employed shall make such deductions and turn over the amount so deducted to the duly accredited representative of the organization specified.

Nothing in this award shall in any degree interfere with or annul the provisions of the award of the Anthracite Strike Commission of 1902, in which the rights and privileges of nonunion men were stated and protected.

In the actual operation of the official recognition of the United Mine Workers of America, as granted in this award for the purpose of adjusting grievances and strengthening collective bargaining, where nonunion employees have grievances, or where for any reason the grievance or mine committee fails to give such grievances consideration satisfactory to the employee, his right to appeal from the decision of the foreman or the grievance or the mine committee to the board of conciliation shall be inviolate.

INDIVIDUAL AGREEMENTS OR SUBCONTRACTING.

We have endeavored to point out to the commission the abuses practiced where contracts of this character are let. The majority report has recognized this fact, but instead of limiting the opportunity for such abuses to continue, has, by the recognition of the principle, enlarged upon the opportunity for abuses. The abuses of the system lie in the letting of contracts under conditions where it is entirely unnecessary either because of the physical conditions or for the promotion of greater safety and where the work could be done under the usual system of mining as established at the colliery. It may be that under certain special local conditions it would be best to subcontract certain pieces of work, due to the abnormal conditions surrounding it, but that can be well taken care of by the parties to the general contract, if so provided. But surely the principle of collective bargaining must necessarily be destroyed if, in addition to the collective bargain which we are now engaged in making, individual bargains such as subcontracts involve can be made, and which must necessarily supersede the general one. Other abuses of the system may be summarized as follows: The letting of subcontracts to favorites, the favoring of contractors in the distribution of cars, the alleged division of profits between bosses and contractors, and the general disfavor with which the system is looked upon.

The provision which I proposed in lieu of that of the majority report was as follows:

The right of contract shall not be denied or abridged, but the commission declares in favor of collective bargaining as a general principle and against individual contracts that tend to supersede or substitute for the basic award or agreement.

The commission recognizes the abuses that may arise by the subcontracting system; therefore awards against such as a principle, or general practice. The evidence submitted by both operators and miners to this commission discloses the necessity in isolated cases to subcontract particular work; therefore when such necessity arises subcontracting may be permitted subject to complaint or review as are other grievances arising under the award or contract.

THE ATTITUDE OF THE OPERATORS.

There is only one further point which we would bring to your consideration. During the negotiations preceding the appointment of the present commission, the Secretary of Labor, in his official capacity as a conciliator, which had been properly invoked, made a proposal for settlement, the acceptance of which was recommended to the anthracite mine works by the general officers of the United Mine

Workers of America. These officers thought growing unrest would be allayed and essential production best maintained by reaching an agreement at that time. A convention of the anthracite mine workers was called, and after consideration and debate the representatives of the workers decided to reject the Secretary of Labor's proposal and to ask you to appoint a commission to determine the matters in dispute.

Throughout the proceedings of this commission the anthracite operators have attempted to evade a decision upon the basis of the facts and principles involved, and to secure a settlement according to the terms of the Secretary of Labor's mediatory proposals. Since the appointment of the commission we have insisted upon a judicial determination of the matters in dispute according to the evidence submitted. This has been the wish of the anthracite mine workers. You can see at once that the Secretary of Labor did not pretend to act upon the case in a judicial capacity when it was brought to him. He merely endeavored, as a mediator, to make a conciliatory proposal upon which both sides might agree. The representatives of the operators, however, from the beginning of the work of the commission have constantly attempted to defeat the ends of justice and judicial process, and to evade facts damaging to their contentions, by making the Secretary of Labor's proposal appear in a way in which it was never intended to be used. Their entire attitude has been destructive. They have put forward no facts or constructive suggestions which might have been of assistance to the commission, but have restricted their presentation to a destructive criticism of the anthracite workers' exhibits or to measures similar to the improper use of the Secretary of Labor's mediatory proposal.

OTHER DEMANDS.

It is not our purpose to burden you unnecessarily with arguments or criticisms of the findings of the majority report relative to purely technical points as to mining operations or local working conditions. Our objections to the findings of the majority report are fully covered in the records. We are interested mainly in fundamentals—the right to a living wage, to an eight-hour workday, and to union recognition. These are the vital principles which we wish to be recognized and affirmed, and to deny which, we feel, is to deny real Americanism and its blessings and opportunities to anthracite wage earners.

DOCUMENTS TRANSMITTED.

In order that you may have our point of view in brief form, however, and may have quickly accessible the facts and principles upon which we have based our case before the commission, we are submitting herewith and making an integral part of this report the following documents:

1. Copy of the opening and closing statements of Mr. Philip Murray, vice president of the United Mine Workers of America, in

charge of the presentation to the commission of the case of the anthracite mine workers.

This document we have designated as Appendix A.

2. Copies of—

(*a*) Report to the chairman by Prof. M. B. Hammond, of Ohio State University, economic expert and adviser to the chairman.

(*b*) The acceptance of Prof. M. B. Hammond's recommendations by the mine workers.

(*c*) Prof. M. B. Hammond's rejoinder to the operators.

These documents we have designated as Appendix B.

3. A series of printed monographs of the following titles:

(*a*) Combination in the anthracite industry.

(*b*) Profits of anthracite operators.

(*c*) Operating and financial performance of anthracite railroads.

(*d*) The relations between wages and production, costs, prices, and profits in the anthracite mining industry.

These documents were originally prepared for presentation to the commission. When we began to submit them the operators objected. We insisted upon their submission because the public was a party to the case and should have all the facts. The operators claimed that the public was not a party. The commission finally decided to refuse to receive the exhibits because it had no direct jurisdiction over anthracite coal prices and profits. Vital facts bearing upon the public interest in the case were thus excluded.

We wish you to know, and through you the public, that the United Mine Workers do not wish to exploit the public. We are, therefore, transmitting these documents for your consideration and request that they be published as a part of my report as a member of this commission, so that the facts they contain may be available to the public. They are based on the records of the Supreme Court and other authoritative official agencies. We have designated these documents as Exhibit C.

In conclusion, Mr. President, we wish to say, as we did in the beginning, that the majority report shall have the full, practical acceptances of the officers of the United Mine Workers of America, and we shall devote ourselves to its application, as we obligated ourselves to do when we submitted our cause to this commission. The fundamental principles, however, for which we have contended, and which the majority report denies, shall continue to have our undiminished support. We have considered it our duty to the anthracite-mine workers and to the public to bring to your attention and to make a formal record of what we consider the inequalities and injustices and the fundamental omissions of the majority report.

Respectfully,

NEAL J. FERRY.

The PRESIDENT,
The White House.

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